

RECORDATION NO. 17432-L FILED

MAY 22 '08 -4 15 PM

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SURFACE TRANSPORTATION BOARD

WASHINGTON, D.C.

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May 22, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination of Railcar Lease, dated as of February 28, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railcar Lease, Supplement No. 1 and Partial Termination previously filed with the Commission under Recordation Numbers 17432, 17432-B and 17432-E.

The names and addresses of the parties to the enclosed document are:

Lessee: Indiana Michigan Power Company
1 River Plaza
Columbus, Ohio 43215

Owner Trustee: U.S. Bank National Association
not in its individual capacity but solely as
Owner Trustee
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Anne K. Quinlan, Esquire
May 22, 2008
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A description of the railroad equipment covered by the enclosed document is:

20 hopper coal cars TERMINATED within the series AEPX 2663 - AEPX 3169 as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Partial Termination of Railcar Lease.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

PARTIAL TERMINATION OF RAILCAR LEASE

MAY 22 '08

-4 15 PM

SURFACE TRANSPORTATION BOARD

This Partial Termination of Railcar Lease (this "Termination") is made as of February 28, 2008 by and between Indiana Michigan Power Company, an Indiana corporation (the "Lessee"), and U.S. Bank National Association, not in its individual capacity, but solely as successor owner trustee under that certain Trust Agreement dated as of July 1, 1991 between The Connecticut National Bank and Chase Manhattan Service Corporation (U.S. Bank National Association, in its capacity as such trustee is hereinafter referred to as the "Lessor"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Annex I to the Railcar Lease dated as of July 1, 1991 between the Lessor and the Lessee, as supplemented pursuant to the Lease Supplement No. 1 dated as of July 15, 1991 between the Lessor and the Lessee, as modified pursuant to the Partial Termination of Lease dated as of September 27, 1995 between the Lessor and the Lessee and as amended pursuant to the Amendment No. 1 to Railcar Lease dated as of September 22, 2006 between the Lessor and the Lessee (such Railcar Lease as so supplemented, modified and amended and as such Railcar Lease may have been further amended, supplemented or otherwise modified through the date hereof, the "Lease").

WHEREAS, the aforesaid Railcar Lease dated as of July 1, 1991 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on July 15, 1991 as conveyance number 17432;

WHEREAS, the aforesaid Lease Supplement No. 1 dated as of July 15, 1991 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on July 15, 1991 as conveyance number 17432-B;

WHEREAS, the aforesaid Partial Termination of Lease dated as of September 27, 1995 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on October 16, 1995 as conveyance number 17432-E;

WHEREAS, pursuant to the Lease, the Lessor leased to the Lessee a number of railroad cars (the "Leased Cars");

WHEREAS, the Lessee has returned to the Lessor the 20 Leased Cars referred to on Schedule 1 hereto (such returned cars being hereinafter referred to as the "Terminated Cars");

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Termination. The Lessor and the Lessee hereby agree and confirm that the Lease is hereby terminated and cancelled with respect to each of the Terminated Cars, and that each party agrees to, and does hereby, release the other party from all liabilities of whatever nature arising out of or relating to each of the Terminated Cars except for liabilities covered by (i) the Tax Indemnification Agreement (as defined in Annex 1 to the Lease) which shall continue as

provided for therein, (ii) the indemnities set forth in Section 6 of the Participation Agreement (as defined in Annex 1 to the Lease) which shall continue as provided for in Section 6(d) of the Participation Agreement, or (iii) the indemnities set forth in Section 7 of the Participation Agreement which shall continue as provided for in Section 7(b) of the Participation Agreement.

2. Successors and Assigns. This Termination shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3. Governing Law. THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Lessor and the Lessee has caused this Partial Termination of Railcar Lease to be duly executed by its duly authorized officer, all as of the day and year first written above.

INDIANA MICHIGAN POWER COMPANY

By: C. E. Zebula BF
C. E. Zebula
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity,
but solely as Owner Trustee

By: ELIZABETH C. HAMMER
Title: ELIZABETH C. HAMMER
VICE PRESIDENT

STATE OF Ohio)
) SS.:
COUNTY OF Franklin)

On this 28th day of February, 2008, before me, a Notary Public in and for said County and State, personally appeared C. E. Zebula, to me personally known, who being duly sworn, says that her/she is a vice president of Indiana Michigan Power Company, an Indiana corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution and of the foregoing instrument was the free act and deed of said corporation.

My commission expires: 1/4/09





DONNA J. STEPHENS
Notary Public, State of Ohio
My Commission Expires 01-04-09

STATE OF Connecticut)
) SS:
COUNTY OF Hartford)

On this ___ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being duly sworn, says that her/she is a _____ of U.S. Bank National Association, a national banking association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

My Commission expires: _____

STATE OF _____)
) SS.:
COUNTY OF _____)

On this ____ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared C. E. Zebula, to me personally known, who being duly sworn, says that her/she is a vice president of Indiana Michigan Power Company, an Indiana corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution and of the foregoing instrument was the free act and deed of said corporation.

My commission expires: _____

Notary Public

STATE OF Connecticut)
) SS:
COUNTY OF Hartford)

On this ~~24th~~ day of February, 2008, before me, a Notary Public in and for said County and State, personally appeared Elizabeth C. Hamma, to me personally known, who being duly sworn, says that her/she is a Vice President of U.S. Bank National Association, a national banking association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My Commission expires: _____

Susan P. McNally
Notary Public

SUSAN P. McNALLY
Notary Public - Connecticut
My Commission Expires Mar. 31, 2010

SCHEDULE I
to Partial Termination of Railcar Lease

TERMINATED CARS

20 - 100-ton 4000 c.f. triple hopper coal cars with the following car numbers:

AEPX 002663	AEPX 002822	AEPX 002869	AEPX 003044
AEPX 002673	AEPX 002829	AEPX 002891	AEPX 003046
AEPX 002700	AEPX 002839	AEPX 002928	AEPX 003139
AEPX 002745	AEPX 002842	AEPX 002931	AEPX 003156
AEPX 002751	AEPX 002868	AEPX 003031	AEPX 003169

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/22/08



Robert W. Alvord